

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SECURITIES AND EXCHANGE COMMISSION,

18-cv-942 (JGK)

Plaintiff-  
Counter-Defendant-Appellee,  
- against -

MEMORANDUM OPINION  
AND ORDER

NICHOLAS JOSEPH GENOVESE,

Defendant-  
Counter-Claimant-Appellant,

and

WILLOW CREEK INVESTMENTS, LP, and  
WILLOW CREEK ADVISORS, LLC,

Defendants.

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JOHN G. KOELTL, District Judge:

The appellant, Nicholas Joseph Genovese, has moved for leave to proceed in forma pauperis on appeal. "The decision of whether to grant a request to proceed in forma pauperis is left to the District Court's discretion under 28 U.S.C. § 1915. The Court's discretion is limited in that: An appeal may not be taken in forma pauperis if the trial court certifies in writing that it is not taken in good faith." Burda Media Inc. v. Blumenberg, 731 F. Supp. 2d 321, 322-23 (S.D.N.Y. 2010) (citations and internal quotation marks omitted). The "good faith" standard is an objective one, and it is not met when a party seeks review of a frivolous issue. See Coppedge v. United States, 369 U.S. 438, 445 (1962); Linden v. Harper & Row

Publishers, 490 F. Supp. 297, 300 (S.D.N.Y. 1980) (applying the objective good faith standard in the civil context). Here, the appellant has failed to demonstrate that his arguments have any merit. Accordingly, the appellant's application to proceed in forma pauperis is **denied**, without prejudice to his ability to seek the same relief from the Court of Appeals. See Coppededge, 369 U.S. at 445.

The Clerk is directed to close Docket No. 96.

**SO ORDERED.**

Dated: New York, New York  
November 29, 2021

  
John G. Koeltl  
United States District Judge